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5 UNITED STATES DISTRICT COURT
6 WESTERN DISTRICT OF WASHINGTON
7 AT SEATTLE

8 JOSEPH DANIELS,

9 Plaintiff,

10 v.

11 SIA ABRASIVES, INC. USA; and
12 ROBERT BOSCH, LLC,

Defendants.

C19-626 TSZ

MINUTE ORDER

13 The following Minute Order is made by direction of the Court, the Honorable
14 Thomas S. Zilly, United States District Judge:

15 (1) Defendant Robert Bosch, LLC's Motion to Dismiss Party for Lack of
16 Personal Jurisdiction, docket no. 11, is DENIED. Defendant Robert Bosch, LLC
17 ("Bosch") is subject to the specific personal jurisdiction of this Court. Bosch has
18 "purposefully directed [its] activities at residents of [Washington], and the litigation
19 result[ed] from alleged injuries that arise out of or relate to those activities." *Burger King*
20 *Corp. v. Rudzewicz*, 471 U.S. 462, 472 (1985) (internal citations and quotation marks
21 omitted). Plaintiff has provided documentary evidence indicating that Bosch employed
22 him, or, at the very least, would exercise some control over him as an employee. *See*,
23 *e.g.*, Declaration of Joseph Daniels, docket no. 15-1, Ex. A at 10 (Agreement on
Innovations signed by Plaintiff stating "Robert Bosch LLC has offered me employment,
and I have agreed to accept employment and to remain employed with the Company");
id., Ex. A at 11 (Employee Responsibility Statement signed by Plaintiff stating "I
understand that in the course of my employment with ROBERT BOSCH LLC
(RBNA) . . ."); *id.*, Ex. B (December 4, 2017 letter from Michael P. Gerskovich to
Plaintiff on Robert Bosch LLC letterhead informing Plaintiff of a salary increase); *id.*,
Ex. F (separation agreement between Plaintiff "and **Robert Bosch Tool Corporation** an

1 affiliated entity of Robert Bosch LLC and/or Robert Bosch North America (collectively
the ‘Company’)” terminating Plaintiff) (emphasis in original). “[E]mploying a
2 Washington resident to perform work in Washington constitutes the ‘transaction of any
business within this state’ under RCW 4.28.185(1)(a).” *Failla v. FixtureOne Corp.*, 181
3 Wn.2d 642, 654 (2014); *see also* RCW 49.46.010(4) (minimum wage statute defining
“employer” as “any individual, partnership, association, corporation, business trust, or
4 any person or group of persons acting directly or indirectly in the interest of an employer
in relation to an employee”); RCW 49.48.082 (unpaid wage statute incorporating the
5 definition of “employer” from the minimum wage statute). Viewing the facts in the light
most favorable to Plaintiff, Plaintiff has made a “prima facie showing of jurisdictional
6 facts to withstand the motion to dismiss.” *Ballard v. Savage*, 65 F.3d 1495, 1498 (9th
Cir. 1995). Plaintiff’s claims arise from Bosch’s employment of Plaintiff within the state
7 and this Court’s exercise of jurisdiction does not offend traditional notions of fair play
and substantial justice.

8 (2) Defendant *sia* Abrasives, Inc. USA’s (“*sia* Abrasives”) Motion to Transfer
9 Venue, docket no. 16, is DENIED. The Court finds that the factors in *Decker Coal Co. v.*
Commonwealth Edison Co., 805 F.2d 834, 843 (9th Cir. 1986) favor denying the motion
10 to transfer. A plaintiff’s choice of forum deserves substantial weight and “defendant
must make a strong showing of inconvenience to warrant upsetting” that choice. *See*
11 *Decker*, 805 F.2d at 843. The convenience of the parties and of the likely witnesses are
evenly balanced between this District and the Western District of North Carolina. The
12 relative ease of access to evidence, most of which is apparently in electronic form, and
the relative court congestion and time to trial are also neutral. Although Plaintiff appears
13 to be in the process of selling his home and lacks a “permanent residence,” he contends
that he is still a Washington resident. *See* Declaration of Joseph Daniels, docket no. 22-2,
14 ¶ 14. In any event, during the events giving rise to his complaint—with the exception of
a temporary relocation to Texas—Plaintiff resided in Washington. *Id.* ¶¶ 11, 12. The
15 letter of appointment between *sia* Abrasives and Plaintiff lacks any venue provision.
Notwithstanding Defendants’ desire to transfer this action to North Carolina and to
16 consolidate it with a separate, later-filed trade secret dispute, Plaintiff’s claims arise
under Washington law. Therefore, this Court has an interest in applying local law to a
17 local dispute. Together, the factors weigh strongly in favor of denying the motion to
transfer.¹

19 ¹ Transfer to a different venue is only proper when every defendant is subject to the
20 personal jurisdiction of the transferee court. *See Hoffman v. Blaski*, 363 U.S. 335 (1960).
Defendant *sia* Abrasives, however, failed to brief whether Defendant Bosch is subject to the
21 personal jurisdiction of the transferee court in North Carolina, presuming that Bosch’s “motion
to dismiss for lack of personal jurisdiction will be granted by the time the instant motion is ruled
22 upon, and therefore, the residency of [Bosch] is irrelevant for the purposes of the instant
motion.” Def. *sia*’s Mot. to Transfer Venue, docket no. 16, at 5. Because the Court now denies

(3) The Clerk is directed to send a copy of this Minute Order to all counsel of record.

Dated this 9th day of August, 2019.

William M. McCool
Clerk

s/Karen Dews
Deputy Clerk

Bosch's motion to dismiss, *sia* Abrasives' presumption was misplaced. In any event, the issue is moot because the Court denies the motion to transfer on independent grounds.